

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331542

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Patent and Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pondfield Capital, LLC		01/27/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Alchemy Investment Holdings, Inc.		
Street Address:	8015 Shoal Creek Blvd., Suite 100		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78757		
Entity Type:	CORPORATION: DELAWARE		
Name:	Angus Management, LLC		
Street Address:	8015 Shoal Creek Blvd., Suite 100		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78757		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
Name:	Alchemy Systems L.P.		
Street Address:	8015 Shoal Creek Blvd., Suite 100		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78757		
Entity Type:	LIMITED PARTNERSHIP: TEXAS		
Name:	Alchemy Systems Training, Inc.		
Street Address:	8015 Shoal Creek Blvd., Suite 100		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78757		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3878435	SISTEM	
TRADEMARK			

Property Type	Number	Word Mark
Registration Number:	3637927	V AVATAR
Registration Number:	3637892	AVATAR
Registration Number:	3882026	SISTEM
Registration Number:	4612065	SISTEM EXPRESS
Registration Number:	4612064	SISTEM MANAGER
Registration Number:	4493522	SISTEM CREATOR
Registration Number:	4493521	SISTEM PLAYER

CORRESPONDENCE DATA

Fax Number: 2027393001

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-739-3000

Email: jennifer.evans@morganlewis.com

Correspondent Name: Morgan, Lewis & Bockius LLP

Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	058438-0550
NAME OF SUBMITTER:	Jennifer C. Evans
SIGNATURE:	/jce/
DATE SIGNED:	02/09/2015

Total Attachments: 3

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RELEASE OF PATENT AND TRADEMARK SECURITY AGREEMENT

This RELEASE OF PATENT AND TRADEMARK SECURITY AGREEMENT (this "**Release**"), dated as of January 27, 2015, is made by Pondfield Capital, LLC, as Secured Party for the benefit of the Lenders (each, as defined below), in favor of Alchemy Investment Holdings, Inc., a Delaware corporation, Angus Management, LLC, a Delaware limited liability company, Alchemy Systems L.P., a Texas limited partnership, and Alchemy Systems Training, Inc., a Texas corporation (collectively, the "**Grantors**", and each, individually, a "**Grantor**").

A. Reference is made to (i) that certain Loan Agreement, dated as of December 28, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), by and among the Grantors, the lenders party thereto from time to time (the "**Lenders**") and Pondfield Capital, LLC, as administrative agent and collateral agent for the Lenders (the "**Secured Party**"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement.

B. Reference is made to the Security Agreement, dated as of December 28, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among the Grantors and the Secured Party, pursuant to which, among other things, each Grantor granted a security interest to the Secured Party, for the benefit of the Lenders, in, among other things, the IP Collateral (as defined in the IP Security Agreement referred to below), including, without limitation, (i) each patent, patent application and patent license of each Grantor set forth on Schedule 1 hereto (collectively, the "**Patents**") and (ii) each trademark, trademark application and trademark license of each Grantor set forth on Schedule 2 hereto (collectively, the "**Trademarks**"), in each case, pursuant to the Patent and Trademark Security Agreement, dated as of December 28, 2012 (as amended, restated, supplemented or otherwise modified from time to time, "**IP Security Agreement**"), among the Grantors and the Secured Party.

C. In connection with the termination of the Loan Agreement, the Security Agreement and the IP Security Agreement, the Grantors have informed the Secured Party of their desire to obtain the release of all right, title and interest of the Secured Party, the Lenders and each other grantee or beneficiary in and to the IP Collateral granted under the Security Agreement.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all the Secured Party's right, title and interest (including, without limitation, security interests) in and to the IP Collateral, including, without limitation, the Patents set forth on Schedule 1 attached hereto and the Trademarks set forth on Schedule 2 attached hereto, pursuant to the Security Agreement and the IP Security Agreement, shall automatically terminate, the debt secured thereby having been paid and satisfied in full and any right, title or interest of the Secured Party in such Patents and Trademarks shall hereby cease and become void. The Secured Party acknowledges that this Release may be filed along with any other necessary documentation with the United States Patent and Trademark Office or any governmental office to evidence the release granted herein at the sole expense of the Grantor.

The Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby at the cost and request of any Grantor. This Release shall be construed in accordance with and governed by the laws of the State of New York.

[Signature page follows]



IN WITNESS WHEREOF, the Secured Party has caused this Release to be duly executed by its duly authorized officer as of the day and year above written.

PONDFIELD CAPITAL, LLC,
a Delaware limited liability company,
as Secured Party

By: Deerpath Capital Management, LP
its Investment Manager

By: Anish Bahl
Name: Anish Bahl
Title: Chief Financial Officer

**SCHEDULE 2
TRADEMARKS**

TRADEMARK	APPLN NO.	FILED	REGN NO.	REGN DATE	GRANTOR	STATUS
SISTEM 	77495554	6/10/08	3878435	11/23/10	Alchemy Systems L.P. Alchemy Systems Management, LLC	Registered
AVATAR 	77495073	6/10/08	3637927	6/16/09	Alchemy Systems L.P. Alchemy Systems Management, LLC	Registered
AVATAR	77488902	6/2/08	3637892	6/16/09	Alchemy Systems L.P. Alchemy Systems Management, LLC	Registered
SISTEM	77488477	6/2/08	3882026	11/30/10	Alchemy Systems L.P. Alchemy Systems Management, LLC	Registered
SISTEM EXPRESS	85806768	12/19/12	4612065	9/30/14	Alchemy Systems, L.P.	Registered
SISTEM MANAGER	85806764	12/19/12	4612064	9/30/14	Alchemy Systems, L.P.	Registered
SISTEM CREATOR	85806752	12/19/12	4493522	3/11/14	Alchemy Systems, L.P.	Registered
SISTEM PLAYER	85806744	12/19/12	4493521	3/11/14	Alchemy Systems, L.P.	Registered

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